

Remarks

Claims 1, 12, 13, 15, 19, 20 and 24 are pending in the application. Claims 1, 12, 13, 15, 19, 20 and 24 are rejected. Claims 1, 13 and 15 are amended herein. No new matter is added. All rejections are respectfully traversed. The current version of the claims is presented above for ease of reference only. The claims are not amended in this response.

Claims 1, 12, 13, 19, 20 and 24 are rejected under 35 U.S.C. 103(a) as being unpatentable over Gardner (U.S. Pub. No. 2003/0198247) in view of Crayford (U.S. 5,610,903).

The Examiner should be aware that Gardner is assigned to the assignee of the present application. Gardner is a continuation of U.S. Patent 6,580,697 which is assigned to the assignee of the present application at Reel 010302 Frame 0327.

Regarding claims 1 and 24, the invention performs automated remote monitoring of each of a plurality of managed devices in a network. For each of a plurality of ports of each managed device on the network, configuration information for each port and its link to a respective other device is remotely accessed. The configuration information indicates a duplex state and data transmission speed for each port and associated device. A series of interrogations are applied to the configuration information to determine whether each port and associated link conform to at least one predetermined configuration criterion for the duplex state and data transmission speed.

When the configuration does not conform to a criterion, an indication of the non conformity is provided.

The Examiner has apparently confused auto-negotiation with remote monitoring. Gardner teaches auto-negotiation performed at a port of a network device. In contrast, the invention is a method for performing automated remote monitoring of each port of each managed device in a network. A person of ordinary skill in the art would never confuse auto-negotiation with remote monitoring as claimed. Not only does Gardner fail to teach accessing configuration information, as the Examiner admits, but the auto-negotiation performed at a port can only ascertain any knowledge of communication over a link to a single other port. There is no teaching anywhere in Gardner that a port can know anything about any other port that the port it is connected to over a link. That type of isolated information can create network-wide problems of the type the invention provides a solution for. The invention provides indications of non-conformity for each port of a plurality of ports of each of said plurality of managed devices on the network. That means more than one device, each device having more than one port. Gardner deals with one port performing auto-negotiation per device. Further, as stated above, Gardner has absolutely nothing to do with remote monitoring. Therefore, Gardner, alone or in combination with Crayford, can never be used to make the invention obvious.

The Examiner admits, and the Applicants agree, that Gardner fails to teach accessing configuration information for each port and its respective associated link to a respective other device. Crayford describes stations transmitting link pulses to advertise enhanced capabilities. Claimed is

accessing configuration information for each port of a plurality of ports of each of said plurality of managed devices on the network. Crayford never describes accessing configuration information. Crayford is also directed to auto-negotiation. Crayford is limited to a particular link between a single port of each device on the link. Crayford is useless for making the invention obvious.

In claim 12, the interrogations determine whether said each port and a port at the other end of said associated link are running the same duplex mode. It should be understood that the ports described in Gardner and Crayford can never perform the interrogations of each port of a plurality of ports of each of said plurality of managed devices on the network, as claimed.

The same is true for claim 13, where the interrogations determine whether ports at both ends of said associated link are capable of full duplex operation. The invention provides for all ports and associated links for a plurality of devices each having a plurality of links. Gardner, alone or in combination with Crayford can never make the invention obvious.

In claim 19, the interrogations determine whether auto-negotiation is switched on at both ends of the link. Gardner and Crayford are instantiations of auto-negotiation protocols at single ports. The invention determines whether auto-negotiation is turned on at each of a plurality of ports and devices having a plurality of ports. The references never teach what is claimed. The same is true for claim 20, where the interrogations determine whether said each port has been set to run at a fixed speed less than its maximum capability with auto-negotiation.

Claim 15 is rejected under 35 U.S.C. 103(a) as being unpatentable over Gardner in view of Crayford and in further view of Malalur (U.S. 6,879,588).

In claim 15, said respective other device is a managed device and said series of interrogations determine (a) whether said associated link is a trunk link, and (b) whether each port in said trunk link is enabled. Malalur, at col. 25, lines 51-67, is directed to an internal processor in a switch determining whether or not a trunk link connected to a port of the switch has failed, and amending a trunk group table and appropriate port bit maps. First, there is absolutely no motivation to combine Malalur with either of Gardner or Crayford provided anywhere in any of the references. Second, Malalur can best be described as very local monitoring of a device by the device itself. Malalur has nothing to do with remote monitoring, nor is the on-switch nature of Malalur's trunk link failure detection operable to detect whether *each port* in said trunk link is enabled, as claimed.

It is believed that this application is now in condition for allowance. A notice to this effect is respectfully requested.

Should further questions arise concerning this application, the Examiner is invited to call Applicant's attorney at the number listed below.

Please charge any shortage in fees due in connection with the filing of this paper to Deposit Account 50-3650.

Respectfully submitted,
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